

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Theodore D. Clineff	05/09/2011
RECEIVING PARTY DATA	
Name:	Orthovita, Inc.
Street Address:	77 Great Valley Parkway
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11771857
CORRESPONDENCE DATA	
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Address Line 4:	Malvern, PENNSYLVANIA 19355
ATTORNEY DOCKET NUMBER:	183910-0001
NAME OF SUBMITTER:	Kevin R. Casey
Total Attachments: 2 source=Clineff#page1.tif source=Clineff#page2.tif	

CH \$40.00 11771857

One Joint Inventor Assigning Their Rights Only
(Pending Application; Application No. Known)

WHEREAS, I, **Theodore D. Clineff**, hereinafter referred to as the assignor, residing at **249 Beacon Drive, Phoenixville, Pennsylvania, 19460** am a joint inventor with **Antony Koblish, Charanpreet S. Bagga, Erik M. Erbe, Gina M. Nagvajara and Marissa M. Darmoc** of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Application No. **11/771,857**, filed **June 29, 2007**, entitled **BIOACTIVE BONE GRAFT SUBSTITUTE**; and

WHEREAS, **Orthovita, Inc. (formerly known as Vita Licensing, Inc. and Vita Special Purpose Corp.)**, hereinafter referred to as the assignee, of **77 Great Valley Parkway, Malvern, PA 19355, a corporation of Pennsylvania**, is desirous of acquiring my entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, effective as of June 29, 2007, to said assignee, my entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any re-issue or re-issues or extension or extensions of said Letters Patent, including the full right to sue for and collect damages for past violations of provisional rights having arisen from any publication of said application or any continuations, divisions, or renewals of or substitutes for said application. I further assign to and authorize said assignee to file in my name applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey my entire interest herein assigned, and that I not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees or legal representatives, and I agree to communicate to said assignee, or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional,

continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents of applications as aforesaid, to issue to said assignee, as assignee of my entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

09-May-2011
Date
STATE OF PENNSYLVANIA:
COUNTY OF Chester :

Theodore D. Clineff
Theodore D. Clineff

One this 9th day of May, year of 2011, before me personally came the above named **Theodore D. Clineff** to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of the person's own free will for the use and purposes therein set forth.

Roxane Romano
Notary Public

